

Order No.: 58701-85900752-PRE

Guarantee No.: H-180278

North American Title Insurance Company

31. Any bankruptcy proceedings that are not disclosed by the acts that would afford notice as to said
 lend, pursuant to Title 11, U.S.C.A. 549 (C) of the Bankruptcy Reform Act of 1978, as amended.
- Entered: May 4, 2004
 Amount: \$88,687.00
 Debtor: Fletcher H. Hyler and Logical Marketing, Inc., jointly and
 Creditor: Russo & Hale LLP
 County: Santa Clara
 Court: Superior
 Case No.: CV 811499
 Recorded: May 4, 2004
 Instrument No.: 2004-088153
30. An Abstract of Judgment in the amount shown below and any other amounts due.
- Entered: December 11, 2003
 Amount: \$37,648.45
 Debtor: Logical Marketing Inc. and Fletcher Hyler
 Creditor: NC Two, L.P.
 County: San Mateo
 Court: Superior
 Case No.: CIV 438464
 Recorded: July 19, 2004
 Instrument No.: 2004-147798
29. An Abstract of Judgment in the amount shown below and any other amounts due.

TRUSTEE'S SALE GUARANTEE

CLTA Guarantee

Order No.: 56701-55800752-PRE

Guarantee No.: H-180278

North American Title Insurance Company

1. Trustee must observe the requirements of Section 2924b of the Civil Code as to the notice to be sent to the Trustors. If addresses of the Trustors are not shown in said deed this code section states the procedure to be followed as to notice in such cases. Names of trustors and addresses (if any) shown in said deed of trust:
Fletcher H. Hyler
5070 Alpine Road
Portola Valley, CA 94028
Sheryl S. Root-Hyler
5070 Alpine Road
Portola Valley, CA 94028
2. The names and addresses of persons who have recorded requests, as provided by Section 2924b (a) and (d) of the Civil Code, for a copy of Notice of Default and for a copy of Notice of Sale are:
NONE
3. The names and addresses of additional persons who, as provided by Section 2924b(c) (1) and (2) of the Civil Code, are entitled to receive a copy of Notice of Default and a copy of Notice of Sale are:
NONE
4. The names and addresses of State Taxing Agencies which, as provided by Section 2924b(c) (3) of the Civil Code, are entitled to receive a copy of Notice of Sale are:
NONE
5. The name and address of the Secretary of the Treasury or his delegate, to receive a copy of the Notice of Sale, pursuant to 26 U.S.C. Section 7425, is:
NONE

INFORMATION FOR TRUSTEE

TRUSTEE'S SALE GUARANTEE

CLTA Guarantee

Order No.: 58701-93900752-PRE

Guarantee No.: H-180278

North American Title Insurance Company

Portola Reporter
Published Wednesday
Deadline Thursday Prior by 4:00 PM
Palo Alto Weekly
Attn: Legal Desk
703 High Street
Palo Alto, CA 94301
(415) 328-8218
Published Wednesday
Deadline Wednesday prior by 12:00 PM

8. Legal Publication(s):

If not in a city, judicial district in which said land is located:

7. City in which said land is located: Portola Valley

Russo & Hale LLP
C/O William C. Mills III
401 Florence St.
Palo Alto, CA 94301
NC Two, L.P.
C/O David A. Schreier, Esq.
1800 Avenue of the Stars, Suite #320
Los Angeles, CA 90067

6. The names of persons and addresses disclosed by the records examined, other than those to whom notice is required by Section 2924b of the Civil Code to be directed, who might be interested in receiving a copy of Notice of Default and a copy of Notice of Sale are:

TRUSTEE'S SALE GUARANTEE

CLTA Guarantee

Order No.: 58701-85800752-PR

Guarantee No.: H-180278

North American Title Insurance Company

NONE

Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto and the Military Reservist Relief Act of 1991 (Sec. 800 to 810, Military and Veterans Code) which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.

Attention is called to the Federal Tax Lien Act of 1968 (Public Law 89-719) which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his or her delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of such sale:

TRUSTEE'S SALE GUARANTEE

CLTA Guarantee

0017/018

The Foreclosure Co., Inc.

07/19/2007 17:03 FAX 14083747208

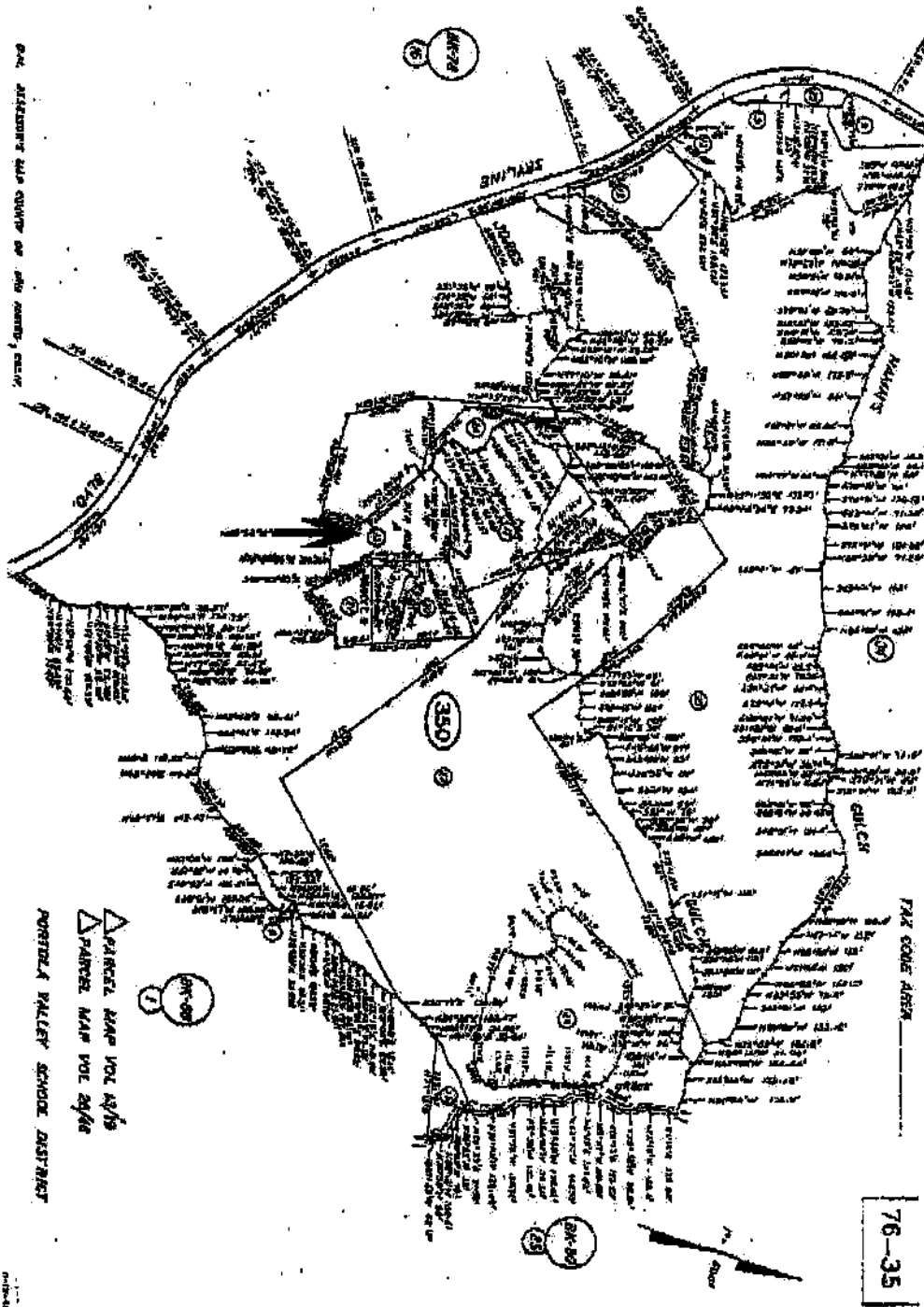
PAGE 19

07/24/2007 13:45 4083775270

Order No.: 56701-95900752-PRE

Guarantee No.: H-180276

North American Tide Insurance Company



"The information on this plan is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plan is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."

TRUSTEE'S SALE GUARANTEE

CLTA Guarantee

The documents accompanying this telecopy transmission from a law office contain information which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, please notify us by telephone immediately at the number shown above for the sender.

CONFIDENTIALITY NOTE

PLEASE SCAN AND EMAIL ASAP. GRACIAS

PAGES: page 21-33

RE: Hyler

FROM: Tracy Duarte

FAX NO: 650-949-4790

DATE: 7/24/07

TO: Tasha Bean

FAX COVER SHEET

MICHAEL E. STONE, Attorney at Law
3425 South Bascom Avenue, Suite 1
Campbell, CA 95008
PH: (408) 377-9899 FX: (408) 377-5270

EXHIBIT "B"

CALL ME!
- NEEDS A BRIDGE TO GIVE
- HIM TIME TO GET HIS BUS.
- HE'S FIGHTING
TOTAL APPROX. \$500,000 THAT
- HAS 2 I.R.S. LIENS THAT
APPROX. \$280,000
OWES \$4,200 PLUS PENALTY.
- HE'S 3 WEEKS INTO 1ST N.O.D.
REVIEW - PROBABLY WORTH \$9MM
HERE'S A DEMO I'D LIKE YOU TO
SEE - LONG TIME NO SEE!
94028
5070 ALPINE ROAD
PORTOLA VALLEY, CA. 94028
TO: Andy Lewis
FROM: Gary Bowers
DATE: Feb. 4, 2004
RE: \$1,000,000 - 2ND
5070 ALPINE ROAD
PORTOLA VALLEY, CA. 94028

939 Hartz Way, Suite 104
Denver, California 94526
Phone (925) 837-1314
Fax (925) 855-1212
E-mail gary@thebowersgroup.net

THE BOWERS GROUP
DEBT/EQUITY FINANCING * SALES * LEASING * INVESTMENTS

LOGICAL MARKETING

F.H. "Bud" Hyler
 Founder/CEO, Logical Marketing, Inc.

Bud Hyler founded Logical Marketing in 1990 after holding senior sales and marketing positions in a wide range of high-tech companies. He began his career in 1972 when he joined IBM as a sales representative. In 1976 he accepted the position of marketing director at Digital Equipment Corporation's Commercial Group where he later became Marketing Manager.

In 1984 Mr. Hyler moved on to ATT's PBX, Large Business Group where he served as marketing manager. Two years later he joined Trimble Navigation as the Vice President of Marketing.

In 1990, after many years of developing his marketing methodology, Mr. Hyler founded Logical Marketing, Inc. His objective was to provide clients with innovative marketing concepts and processes which move beyond conventional product advocacy to a customer-centered marketing approach that can influence the customer's entire purchasing journey. To date, clients have included Lucent, Microsoft, Netscape, Hewlett Packard, Sun Microsystems, Andersen Consulting, Compaq, and IBM, as well as major firms outside of the high-tech arena such as Chase Manhattan Bank.

Mr. Hyler received his B.S. in Physics from North Carolina State University. He received his MBA from Stanford University's Graduate School of Business in 1972. He has been a guest lecturer at both Harvard and Stanford business schools.

An article by Mr. Hyler and Alfred M. Bertocchi was published in *Financial Executive* and Mr. Hyler has been cited as a reference in several volumes on marketing including "Getting Partnering Right" by Neil Rackham, Lawrence Friedman and Richard Ruff; "Marketing from Emerging Companies" by Robert T. Davis and F. Gordon Smith; and "Concurrent Marketing" by F. V. Cepedes.

Bud Hyler
W - 650-233-7940
H - 650-851-4111

1 - I have bank statements showing 'normal' monthly income (invoices/deposits from Sun and Microsoft) at 90K and 80K for 2003 until Sun canceled all contracts.
2 - The mortgage rate is currently at 10% and is supposed to drop to 7% as soon as I become current, which is a reduction of almost 10% a month.
3 - I anticipate being able to license some of my patented intellectual property which is valued at between \$500K and 1,000K per license. [He paid \$200K for a 3 month temporary valuation license.]
4 - I expect the IRS court case will be resolved in my favor by Q3 2004, eliminating the liability and recovering the 500K that was paid.
5 - If all of my expectations fall then I will sell the house in the fall of 2004 freeing up the current 5 million in equity.

Loan repayment and exit strategy:

My need for funds was caused by a 2 year recession in the technology sector followed by Sun canceling all contracts in September. This put me behind by 5 months [January] which totals to approximately \$200K. While it takes while to rebuild by replacing Sun, January looks good with 6 projects expected to start. I have been in business for 15 years, which indicates some staying power. So my actual debt need is for \$250K.

The complicating factor is a dispute with the IRS which is currently in court to be determined. The IRS total to \$34K. While I believe that I will prevail in the courts these liens essentially "occupy" a second position on the property. Which means that in order to secure the \$250K needed, the lender would need to agree to be in third position or the loan will need to remove the liens before they are resolved by the courts in Q1/Q2. Which means that a second would need to be for \$75K, even if only for 3 to 5 months!

From: Bud Hyler <budh@logmkt.com>
To: <gary@thebowersgroup.net>
Date: Monday, December 29, 2003 11:57 AM
Subject: our discussion

Mon, Dec 29, 2003 11:57 AM

EXHIBIT "C"

next 60 days, or probably less, from February 17, 2005, Hyler intends to file a disclosure.

extension of the 120/180 day periods under 11 U.S.C. 1121(d) in order to file a plan. Within the Hyler, by separate motion has requested (hearing set for March 18, 2005), a 60 day cannot pay the arrearages.

scheduled monthly payments per the MHR (or assignor) note of \$36,908.03. At present, he payment of current installments. Hyler, commencing March 31, 2005, will make the current continued requesting reinstatement by paying all past arrearages and immediately commencing Alternatively, as stated, movant seeks "adequate protection" if the automatic stay is

VII.

high quality and value. probably at least six months, needs to be set per a liquidation plan for selling property of such residence provides the basis for a plan whereby the property can be sold. Adequate time, Furthermore, if the basis for the income stream is not established, and Hyler must sell, the relationships.

facilities for such and, imputes "status" to Hyler in attracting and developing business Second, the residence is important in entertaining noteworthy clients since it has superior Hyler's present prospects to rejuvenate his business income.

approved secured claims. The prospects of re-financing are substantial, given the equity and First, the equity in the residence provides the means to secure re-financing and pay other obligations on a deferred basis, the residence is essential to such reorganization.

residence, or through keeping scheduled installment payments current and paying accruals and revenue for him to propose a plan for payment to creditors through either re-financing the debtor is able to consummate a commitment within a short period that will generate substantial vigorously asserts that the residence is necessary to debtor's plan. Depending upon whether Although unnecessary to do so due to movant's failure of proof under §362(g), debtor

Law Office of
SIMPSON & GIGOUNAS
100 Pine St., Ste. 750
SF, CA 94111
(415) 397-4900

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statement and plan for either deferred payments, refinancing and payments or liquidation.

VIII. CONCLUSION

This case has only been pending about four months. There is more than sufficient equity

in the residence for the Court to allow for a reasonable period for debtor to propose his plan.

The Relief From Stay Motion must be denied on the facts.

Date: 2-22-07

SIMPSON & GIGOUNAS

By:

Edward B. Simpson
Attorney for Debtor

EXHIBIT "D"

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 19.200%		FINANCE CHARGE The dollar amount the credit will cost you. \$1,130,844.23		AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$1,104,088.90		TOTAL of PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$2,234,933.13									
You have the right to receive at the time an itemization of the Amount Financed. <input type="checkbox"/> I want an itemization. <input type="checkbox"/> I do not want an itemization.															
Your payment schedule will be: <table border="1"> <tr> <td>Number of Payments</td> <td>60</td> <td>Amount of Payments</td> <td>16,433.33</td> <td>Monthly Beginning: April 1, 2004</td> <td>When Payments Are Due:</td> <td>April 1, 2009</td> <td></td> </tr> </table>								Number of Payments	60	Amount of Payments	16,433.33	Monthly Beginning: April 1, 2004	When Payments Are Due:	April 1, 2009	
Number of Payments	60	Amount of Payments	16,433.33	Monthly Beginning: April 1, 2004	When Payments Are Due:	April 1, 2009									
INSURANCE Credit Life insurance, credit disability insurance and fire insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.															
Type		Premium		Signature											
Credit Life				Signature		I want credit life insurance									
Credit Disability				Signature		I want credit disability insurance									
Credit Life Disability				Signature		I want credit life and disability insurance									

You may obtain property insurance from anyone you want that is acceptable to INVESTMENT GRADE LOANS, INC. If you get the insurance from INVESTMENT GRADE LOANS, INC., you will pay substantially more than if you obtain it on your own.
 The property is XX (is not) my principal dwelling.
 Security: You are giving a security interest in your property (dwelling) located at:
 5070 Alpine Road, Portola Valley, CA 94028
 ASSUMPTION: Someone buying your property may not be allowed the remainder of the mortgage on the original terms.
LATE CHARGE: If a payment is late, you will be charged \$1,643.33/10.00% of the payment.
PREPAYMENT: If you pay off early, you may XX will not have to pay a penalty.
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. If this loan has a required savings impounded account, the APR stated above does not reflect the effect of that account.
 I have received a copy of this statement.

Fletcher H. Hylar - Borrower
 Date: 2/2/04
 All numerical disclosures except the late payment are estimates.
 K. REG. 2.DOC

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

 Creditor(s): or al
 C/O INVESTMENT GRADE LOANS, INC.

Date: February 19, 2004

Loan #: 0402022

 Fletcher H. Hylar and Sheryl S. Root-Hylar
 5070 Alpine Road, Portola Valley, CA 94028

EXHIBIT "E"

NOTICE TO CUSTOMERS REQUIRED BY FEDERAL LAW NOTICE OF RIGHT TO CANCEL — General

Loan No.: 0402022

Credit:

1. YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a lien on your home. You have a legal right under Federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is February 25, 2004; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also cancelled. Within 20 calendar days after we receive your notice, we must take steps necessary to reflect the fact that the lien on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to refund the money or property. If it is impractical or unfair for you to return the property, you must offer a reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

INVESTMENT GRADE LOANS, INC.
289 S. SAN ANTONIO ROAD #202
LOS ALTOS, CA 94022

You may use any written statement that is signed and dated by you and makes your intention to cancel, and/or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

(Consumer's Signature)

(Date)

I/we hereby acknowledge the receipt of two copies of this notice each.

Fletcher H. Hyler - Borrower

Date

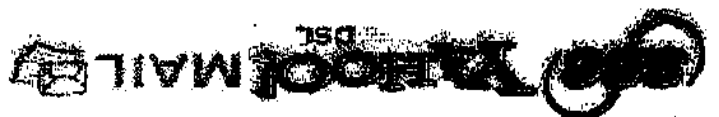
Sheryl S. Root-Hyler - Borrower

Date

M_J04V0.DOC

EXHIBIT "F"

SBC Yahoo! My Yahoo! Help



Date: Fri, 27 Feb 2004 12:22:19 -0800
Subject: cancelling the cancellation - loan # 0402022

From: "Bud Hyler" <budh@logmkt.com>

To: LaFountaine@ctt.com

CC: igli@sbcbglobal.net, gary@thebowersgroup.net

Please tell me what I need to do to void the cancellation. Andy will be contacting you to make a few changes to the escrow instructions.

Bud

From: Bud Hyler <budh@logmkt.com>
Date: Fri, 27 Feb 2004 11:18:13 -0800
To: <igli@sbcbglobal.net>, <LaFountaine@ctt.com>
CC: <gary@thebowersgroup.net>
Subject: cancellation of the financing transaction - loan # 0402022

This is notice that I am canceling the loan transaction # 0402022.

While I had really hoped this would not be the case, the financials

resulted made it impossible to complete.

There were a couple of errors a misunderstandings that occurred in the course of this financing:

The error - discrepancy between initial title report and actual: I

used the numbers shown on the preliminary title report since I did not know how

get actual numbers, and the actual amount for the IRS liens was \$625k

instead of the estimated \$500k, and there was an additional property tax

amount that came due. This increased the amount by 150k.

Misunderstandings:

We discussed 60% of market value as the amount that could be financed, unknown to me the appraisal was instructed to be a "lenders appraisal", which is based on the expected sale price for a "quick sale". As you

know this house is not a viable "quick sale" house. The value it would

a normal sale is between 9 and 9.5.

60% of market value of 9.25 would then warrant a \$1,400k financing, which

would be enough to cover the error of the increased costs.

I apologize for the error in costs, but I used the best information I had.

If you are able to either increase the amount to 1.4 or accept the

existence of the dormant IRS liens then I would really like to proceed with the financing.